

CHESTERFIELD COUNTY

www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp

Our vision is to be recognized by our customers and professional peers as an innovative provider of excellence in customer service and as a leader in the purchasing profession.

Our mission is to support our customers in performing their mission by providing quality purchasing services.



INVITATION FOR BID

Purchasing Department
9901 Lori Road
P. O. Box 51
Chesterfield, VA 23832-0001
Telephone No. (804) 748-1617

**CHESTERFIELD COUNTY PURCHASING DEPARTMENT
GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS
IMPORTANT - READ CAREFULLY BEFORE SUBMITTING BID**

1. SUBMISSION AND RECEIPT OF BIDS:

- a. Sealed bids shall be received until, but no later than the specified time and date of opening as designated in the invitation. Late bids shall be rejected. **Bids, to include addenda or changes to a response, shall not be accepted via a FAX machine or by Internet E-mail.**
- b. In the event that Chesterfield County government offices are closed due to inclement weather and/or emergency situations at the time set aside for a pre-bid meeting and/or the published bid opening, the pre-bid meeting and/or bid opening date will default to the next open business day at the same time.
- c. All bids shall be signed on the Terms and Signature Sheet in order to be considered. Bids submitted without a signature shall be rejected. If the Bidder is a partnership or corporation, the Bidder shall show the title of the individual signing the bid, and if the individual is not an officer of the partnership or corporation, if requested, the Bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
- d. **Only when specifically requested in the bid documents** shall each bid be accompanied by a bid bond with surety satisfactory to the County Attorney or a Cashier's or a Certified Check, made payable to the Treasurer, Chesterfield County. In the event of default by the Bidder, the deposit shall be and represent liquidated damages to the County. Bids received without a bid bond, when specifically requested, shall be rejected.
- e. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
- f. Unless otherwise specified, Bidders are to use the bid form furnished by the County.
- g. No bid shall be altered or amended after the specified time for opening.

2. **AMENDING BIDS:** Amending or withdrawing bids by a potential bidder prior to bid opening: A potential bidder may amend and/or withdraw a bid before the due date and time set for receipt of bids. All requests from a potential bidder to return their bid shall be in writing, addressed to the Purchasing Department, and signed by a person authorized to represent the person or firm that submitted the bid. The potential bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the documents authenticity. **All amendments/alterations to the bid are to be initialed by an individual authorized to represent the person or firm that submitted the bid.**

3. WITHDRAWAL OF BIDS:

Withdrawal: Construction (*Code of Virginia 2.2-4330*)

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days, except as provided in Section 2.2-4330(A)(i), *Code of Virginia*, which states the bidder shall give notice in

writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure. Any withdrawal request made to the Director of Purchasing must be accompanied by bidder's original work papers, or such request will be rejected. In order for work papers, documents and materials submitted pursuant to this section to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

Withdrawal: (other than construction)

- b. A bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers documents and materials used in the preparation of the bid sought to be withdrawn. In order for work papers, documents and materials submitted with the notice of withdrawal to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

4. DENIAL OF WITHDRAWAL OF BID: (Code of Virginia 2.2-4330)

If the County denies the withdrawal of a bid, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

5. MISTAKES IN BIDS

- a. Mistakes discovered following bid opening but prior to award: If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn only after approval by the County.
- b. Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.

6. PRICING:

- a. Bidder warrants by virtue of bidding that prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from the date of bid opening unless otherwise stated by the County or Bidder.
- b. Prices should be stated in units of quantity as specified in the bid form. In case of error in extension of prices in the bid, the unit price shall govern.
- c. When a bid is for goods and/or services to be delivered on a one time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award.

7. PERFORMANCE AND PAYMENT BOND: When requested in the bid, the County shall require the successful bidder to furnish a performance bond and labor and material payment bond with surety satisfactory to the County Attorney in the amount of the contract price at the time of or prior to execution of the contract. If bonds are

requested in the bid, the successful Bidder shall pay the cost thereof; if not specified, the successful Bidder, when requested to do so, shall secure the bonds and the County shall pay the cost thereof.

8. **DELIVERY POINT AND TERMS:** All items shall be delivered F.O.B. destination, and freight, delivery costs, and incidental charges shall be included in the bid price(s). Failure to do so may be cause for not making award to a Bidder. The Bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).
9. **INVOICES:** Invoices for items ordered and delivered shall be submitted by the contractor to Chesterfield County Accounting Department, P. O. Box 40, Chesterfield, VA 23832. All invoices shall show the purchase order number, the name of the person placing the order, the item description, stock number, and contract price as applicable. The County's obligation to pay amounts due under the contract shall be contingent upon receipt by it of invoices in sufficient detail to permit identification of the items as described in the specifications.
10. **PAYMENT TERMS:** If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County.
11. **FINANCE CHARGES:** Finance charges imposed by the vendor on any invoice shall not be paid by the County.
12. **USE OF BRAND NAMES/SUBSTITUTIONS:** Unless otherwise specified in the invitation to bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality desired, and any product which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

In requesting a proposed substitution, the bidder shall submit with the bid form the name of the manufacturer, model number, and complete specifications on the proposed substitution for evaluation by the County. The bidder shall submit, with the bid form, a detailed list of any deviations from these specifications, written or implied. The bidder assumes responsibility for all changes in the work required as a result of the proposed substitution, including any change not listed in the request, but determined by the County to be necessary at a later point of progress in the work.

It shall be understood that the burden of proof for an "equal" product shall be and remain the sole responsibility of the bidder. The County's failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the contract documents, and all products furnished by the listed manufacturer must conform to such requirements. The County's decision of approval or disapproval of a proposed substitution shall be final.
13. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. Unless otherwise specified in bid, products bid must be new, the latest model, the best quality, and the highest grade workmanship.
14. **ACCEPTANCE OF MATERIAL:** The goods and/or services delivered as a result of this bid shall remain the property of the seller until a physical inspection is made, and thereafter accepted to the satisfaction of the County. In the event the goods and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon notice (verbal or in writing) to the seller and return goods to seller at the seller's expense.
15. **COPYRIGHTS OR PATENT RIGHTS:** The bidder certifies by submission of bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this bid. The successful bidder shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation.
16. **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The County reserves the right to request that such samples be furnished at the time of bid opening. The County also reserves the right to request samples after the date of bid opening. Requested samples shall be

furnished free of expense to the County and if not used in testing or destroyed, will, upon request at the time of submission of sample, be returned at the bidder's expense.

17. **TAXES:** Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.
18. **LICENSES, PERMITS, AND FEES:** All bids submitted shall have included in price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.
19. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder and shall be deemed accepted upon approval by Chesterfield County. In case of default by the successful bidder, or failure to deliver the goods and/or services ordered by the time specified, the County may terminate the purchase order and/or contract, and after due notice (verbal or in writing) may procure them from other sources and hold the defaulting bidder liable for any resulting additional cost.
20. **QUALITY EXPECTATION STATEMENT:** Chesterfield County, through its "Total Quality Improvement" initiative, is a recognized leader in providing quality products and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, products and services. In the spirit of the County's total quality improvement initiative, the Contractor shall be expected to become a member of the team and perform or provide all work, services and products with a target of "zero defects - zero rework".
21. **AWARD PHILOSOPHY:** Award will be made by the County to the lowest responsible bidder with the lowest responsive bid which is in substantial conformance with the terms, conditions, and specifications of the bid and is in conformance with the *Code of Chesterfield County* and the *Code of Virginia*.

Chesterfield County reserves the right to accept or reject any or all bids or parts of bids, to waive informalities, and to request rebids. The County also reserves the right to award the bid in a manner which the County deems will best serve its interest. Bids making exceptions to the terms and conditions included in this invitation may be considered, but preference may be given to bids with no exceptions taken. It further reserves the right to award the bid on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the County, unless otherwise specified. The County may award a bid to a single contractor or to multiple contractors. It also reserves the right to increase or decrease quantities at the unit price bid.

22. **FACTORS OTHER THAN PRICE IN AWARD DECISION:** The following factors in addition to price (as they apply) shall be a consideration in the award decision:
 - a. The ability to provide references which may substantiate past work performance and experience in the type of work required for the contract. The lowest responsive bidder(s) may be required to furnish a contractor qualifications statement, to include references, prior to any such award. The County may contact all references furnished by bidders. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder. If, in the sole opinion of the County, a bidder is determined to be non responsible as a result of any investigation conducted by or for the County, award will not be made to that bidder.
 - b. The quality of performance/workmanship of previous contracts for goods and/or services delivered to or performed for the County.
 - c. The timely completion of previous contracts for services or the timely delivery of past orders for goods.
 - d. The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.

- e. The County reserves the right, at its option, to conduct on-site inspections of any bidder's facilities prior to award. The results of any such inspection will be considered by the County in determining bidder's capabilities of successfully administering the contract.
 - f. The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts.
 - g. The resale value, life cycle costing and value analysis of a product.
 - h. The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the goods and/or services.
 - i. Timely delivery of goods or timely completion of services as stated by bidder.
 - j. Substantial compliance or noncompliance with specifications set forth in bid as determined by the County.
 - k. Inventory capability as it relates to a particular bid.
 - l. Results of product testing.
23. **STATE REGISTRATION OF CONTRACTORS (IF APPLICABLE):** Attention is directed to Chapter 11, Title 54.1 of the *Code of Virginia* (Re: State registration of contractors when applicable), which requires that all bidders shall show evidence of the proper license under the provision of this chapter before such bid is considered.
24. **INTERPRETATION OF BID:** If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the bid, the Purchasing Department should be contacted. Any change to the Invitation to Bid will be made only by written addendum mailed to prospective bidders at the addresses furnished for such purposes. The County will not be responsible for any changes except as noted through a written addendum.
25. **PROPRIETARY INFORMATION:** Section 2.2-4342-F of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." Bids/proposals not in compliance with section 2.2-4342F will be subject to disclosure.
26. **GOVERNING LAW:** Any contract resulting from this Invitation to Bid shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia. Any dispute arising out of this Contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
27. **TIE BIDS:** In the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.
28. **NONASSIGNMENT:** Parties to any resulting contract shall not assign the contract without written consent of the other(s). If any party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the contract.
29. **AUDIT OF VENDOR RECORDS:** The County reserves the right to audit all vendor records in contracts where payments are based on contractor's records of time, salaries, materials, or actual expense.
30. **NEGOTIATION:** If the bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the low bidder to obtain a contract price within available funds.

31. **SECTION 2.2-4311 CODE OF VIRGINIA:** Every contract for goods or services over \$10,000 shall include the following provisions:
1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
32. **APPROPRIATION OF FUNDS:** The continuation of the terms, conditions, and provisions of any resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year.
33. **SCHOOL BOARD:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County School Board.
34. **REQUIREMENTS CONTRACTS:**
- a. Whenever a bid is sought seeking a source of supply for a requirements contract for goods and/or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by Chesterfield County as to any minimum or total amount that may or may not be purchased from any resulting contracts.
 - b. The County reserves the right, at its sole option, to renew the contract for consecutive terms.
 - c. The County reserves the right to award bids for requirements contracts based on the pricing of the initial term of the contract or any combination of initial and renewal terms.
 - d. The County may award a bid to a single contractor or to multiple contractors.
 - e. The County reserves the right not to renew the contract at the end of the initial term or any subsequent term.
 - f. The County reserves the right to terminate the contract upon written notice to the contractor(s).
 - g. In the event that a requirements contract is awarded for goods and/or services, the County reserves the right to bid individual bulk purchases if the County deems it will best serve their interest.
 - h. It is understood and agreed to between the parties in a resulting contract that Chesterfield County shall not be obligated to purchase or pay for materials under such contract unless and until they are ordered and delivered.
 - i. Bids based on a firm price or those including a "downward escalator" clause for a requirements contract term may be given preference over lower ones bearing an "escalator" clause.
 - j. The County has the right to extend this contract up to and not to exceed one hundred twenty (120) days following the last term of renewal.

35. SECTION 2.2-4312 CODE OF VIRGINIA - DRUG FREE WORKPLACE

During the performance of this contract, the contractor agrees to:

- a. Provide a drug-free workplace for the contractor's employees
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- c. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

36. ENVIRONMENTAL MANAGEMENT: Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations, if any. Additionally, the Contractor must meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information, contact the Office of Environmental Management at (804)717-6531.

37. SECTION 2.2-4343.1 CODE OF VIRGINIA: Chesterfield County does not discriminate against faith-based organizations.

CHESTERFIELD COUNTY PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA 23832-0001
(804) 748-1617

IFB Prepared By:

**Robert N. Fothergill
Senior Contract Officer**

Invitation for Bid Number:

06-2107-9331

June 14, 2006

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Purchasing Department, Chesterfield Administration Building, Room 402, until, but no later than **2:00 p.m.** Local Time Prevailing **July 10, 2006**, and then publicly opened and read aloud for a **complete "turnkey" installation consisting of furnishing all labor, material and equipment necessary to remove and dispose of existing floor covering and provide, deliver and install resilient multipurpose surfacing on the gym floors at the Harrowgate Elementary School, Enon Elementary School, and Gordon Elementary School for the Chesterfield County Public Schools Operations and Facilities Department.**

If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department (804) 748-1617, three working days prior to need.

To be considered, your bid must be submitted on a copy of this Invitation for Bid (one original and two (2) copies). Bidders shall sign this form in the space provided on the Terms and Signature Sheet and return bid document to: Chesterfield County Purchasing Department, Administration Building - Room 402 - Fourth Floor, 9901 Lori Road, P.O. Box 51, Chesterfield, VA 23832-0001. **Mark outside of your envelope with Invitation for Bid #06-2107-9331 "Gym Floor Replacement: Harrowgate, Enon and Gordon Elementary Schools" and opening date of bid.**

Bids, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline indicated. **Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list.**

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. All responsible vendors are encouraged to bid.

For information pertaining to the bid tabulation and award on this procurement transaction, bidders may access public notification electronically at www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp.

COMMITMENT TO DIVERSITY AND CHESTERFIELD BUSINESSES

Chesterfield County is a rapidly growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status.

The county is committed to increasing the opportunities for participation of minority business enterprises, woman-owned businesses and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the county strongly encourages each contractor and/or supplier with which the county contracts to actively solicit minority business enterprises, woman-owned businesses and businesses located in the county as subcontractors/suppliers for their projects.

Upon award/renewal of the contract, the successful bidder/offeror shall furnish data requested on the Certification of Subcontractor/Supplier Activity form included in this IFB/RFP document. This information will enable the county to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

DEFINITIONS:

For purposes of Chesterfield County's classification and reporting program, in cooperation with the Virginia Department of Minority Business Enterprise, the following definitions apply:

Woman-Owned Business (WOB) - a business concern that is majority owned by a woman who also controls and operates the business. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

Minority Business Enterprise (MBE) - a business enterprise that is owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts. (Reference: 2.2-1401 of the *Code of Virginia*)

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

CERTIFICATION OF SUBCONTRACTOR/SUPPLIER ACTIVITY
MINORITY BUSINESS ENTERPRISES, WOMAN-OWNED BUSINESSES
AND CHESTERFIELD BUSINESSES

Project/Contract Name/Number:

Contractors shall furnish the information requested below regarding subcontractor(s) or supplier(s).

(This form will be sent by the Purchasing Department to the contractor for completion at the time of award/renewal, as appropriate.)

Name and Address of Subcontractor/Supplier	(√) MBE	(√) WOB	(√) CB	Commodity or Service	Dollar Amount

If a continuation of this list of subcontractors/suppliers is needed, please attach additional pages to this form.

I have no MBE, WOB or CB applicable to this contract _____(√)

Contractor hereby certifies that the above information is correct.

Complete Legal Name of Firm: _____ Date: _____

Form Prepared By: _____
(Type or Print)

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SECTION I

DEFINITIONS

1. **ADDENDUM or ADDENDA** – Shall mean the additional contract provisions in writing by the County prior to the receipt of bids.
2. **BID** - The price submitted by a Bidder on the Pricing Schedule consistent with the Instructions to Bidders, to complete the Work within a specified period of time.
3. **BIDDER** - An individual, firm, partnership or corporation qualified in accordance with the Virginia Public Procurement Act, and approved by the County, that submits a Bid for the Work, either directly or through a duly authorized representative.
4. **BID DOCUMENTS** - All Contract Documents that the County or Engineer provides to potential Bidders before the time established for the submission of Bids.
5. **BID SECURITY** - The bond, with corporate surety, supplied by a Bidder to the County, and in all respects satisfactory to the County's Attorney, that guarantees the Bidder's compliance with the Contract Documents. A certified check or cashiers check payable to the County, delivered with the Bid, may also constitute a Bid Bond.
6. **CHANGE ORDER** - An amendment or modification to the Contract properly executed by authorized representatives of the County and the Contractor on the form provided in the Contract Documents.
7. **COMPLETION OF THE WORK** - The event that occurs when (1) the Work has been completed, successfully tested and approved in accordance with the Contract Documents, (2) all submittals required by the Contract Documents (including Operation and Maintenance manuals) have been made, and (3) all Punch List items and restoration Work required by the Contract Documents has been completed.
8. **CONSULTANT** – Shall mean a representative designated by the County as consultant for the project, to act as such and designated to be in charge of the work, acting directly through duly authorized representatives of the County.
9. **CONTRACT BONDS** - The Performance Bond and Labor and Material Payment Bond executed by the Contractor, with corporate surety and otherwise acceptable in all respects to the County's Attorney.
10. **CONTRACT DOCUMENTS** - The Notice to Bidders, Advertisement, General Terms, Conditions and Instructions, Definitions, Pricing Schedule, Bid Bond, Bond Requirements, Contract, Special Conditions, Supplementary General Conditions, Insurance Provisions (including Instructions Regarding Insurance Certificates), Labor and material payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Escrow Agreement (when used), Change Orders, Drawings, Specifications and Addenda, Special Provisions and any other document incorporated by reference into one of these documents.
11. **CONTRACT PRICE** - The amount of money which the County and the Contractor have agreed that the County will pay to the Contractor for performing and completing the Work.
12. **CONTRACTOR** - The party who has contracted to perform and complete the Work.

13. **ENGINEER** - The Consulting Engineer who has been designated by the County as Engineer for the project, and the Engineer's authorized agents, inspectors or representatives.
14. **EXTRA WORK** – Shall mean work other than that required, either expressed or implied, by the Contract in its present form.
15. **FINAL ACCEPTANCE** - The event that occurs when the Engineer issues to the County or the County issues to the Contractor a written statement that the Contractor has completely performed all Punch List items, has made all necessary submittals to the County and/or Engineer and has satisfied all of the Contractor's obligations under the Contract Documents.
16. **FINAL INSPECTION** - The inspection conducted by the County or Engineer to determine what items of the Work must be completed by the Contractor in order for Completion of the Work to occur. After the Final Inspection is conducted, the County or Engineer shall provide the Contractor with a Punch List that the Contractor must complete in order for Completion of the Work to occur. The County may perform the Final Inspection instead of, or together with, the Engineer.
17. **FINAL PAYMENT** - Payment by the County to the Contractor after Completion of the Work so that the Contractor has received all payments due him under the terms of the contract documents for performing and completing the Work.
18. **INSPECTOR** - The person appointed by the County to carry out instructions given by the County and to inspect the Work performed and the materials supplied by the Contractor.
19. **COUNTY** - Chesterfield County, Virginia, a political subdivision of the Commonwealth of Virginia, and its duly authorized officials, agents and employees.
20. **PLANS** - All drawings or reproductions of drawings that depict or relate to the Work. A pictorial representation of the Work or some portion of the Work, showing design, location and dimensions.
21. **PUNCH LIST** - The list provided to the Contractor by the Engineer or County after Final Inspection that includes all items that the Contractor must complete in order for Completion of the Work to occur.
22. **SITE** – Shall mean the area upon, or in which, the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the County.
23. **SPECIFICATIONS** - The directions, provisions and requirements contained in the Contract Documents relating to the method or manner of performing the Work, or to the quantity or quality of materials to be furnished under the Contract Documents.
24. **SUBCONTRACTOR** - Any individual, firm or corporations having a direct contract with the Contractor for the performance of any part of the Work.
25. **SURETY** – Shall mean any person, firm, or corporation that has executed as surety, the Contractor's performance bond securing the performance of this Contract.
26. **TIME OF COMPLETION** - The time agreed upon by the County and the Contractor in the Contract by which the Contractor is required to accomplish Completion of the Work, plus any

extensions of time granted to the Contractor by the County pursuant to the Contract Documents.

- 27. THE WORK** - The whole and any part of the construction, labor, materials, equipment, incidentals or services necessary for the Contractor to achieve Completion of the Work as required by the Contract Documents.

SECTION II

PURPOSE

Contractor is to furnish all labor, material and equipment necessary to remove and dispose of existing floor covering and provide, deliver and install resilient multipurpose surfacing of the gym floors at the following school locations:

1. Harrowgate Elementary School, 15501 Harrowgate Road, Chester, VA 23831
2. Enon Elementary School, 2001 E. Hundred Road, Chester, VA 23836
3. Gordon Elementary School, 11701 Gordon School Road, Richmond, VA 23236

SECTION III

SPECIAL CONDITIONS

1. Inquiries

Request for interpretation of plans and specifications should be addressed to Robert N. Fothergill, Senior Contract Officer, (804) 318-8323 or Jo Carol Mayton, Principal Contract Officer, (804)-748-1834 to be given consideration and must be received no later than seven (7) days prior to the date established for the opening of bids. Bidders are encouraged to submit questions in writing and fax them to (804) 717-6378, Attn: Robert N. Fothergill and Jo Carol Mayton or by email to: fothergillb@chesterfield.gov and maytonj@chesterfield.gov.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, issued not later than three days prior to the date established for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

2. Site Visits

All bidders submitting bids are encouraged to visit the sites of the proposed work. Site visits can be made anytime between the hours of 8:00am to 3:30pm, Monday through Friday. All interested bidders must schedule appointments by contacting: Randy Simmons, (804) 748-1331 of the Chesterfield County School Board Operations and Facilities Department from 8:30 a.m. to 3:30 a.m., Monday through Thursday. ***Site visits cannot be conducted without an appointment.***

3. Product Information

If bidding other than as specified, the bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the county to determine if the flooring material offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered non-responsive.

4. Submittals:

a. The following submittals should be included with the bid response:

1. Indoor resilient athletic surfacing manufacturer's or distributor's certification attesting that bidder is an approved installer of the indoor resilient multipurpose surfacing.
2. Indoor resilient multipurpose surfacing manufacturer's official ISO 9001 certification for the facility in which the indoor resilient multipurpose surfacing is manufactured.
3. Indoor resilient multipurpose surfacing manufacturer's official ISO 14001 certification for the facility in which the indoor resilient multipurpose surfacing is manufactured.
4. Shock absorption (force reduction) test results of the indoor resilient multipurpose surfacing when tested in accordance with the DIN V 18 032-2 (April 2001) standard and certified by an independent testing laboratory approved to perform such testing.

b. The following submittals shall be submitted upon award.

1. Three (3) sets of the indoor resilient multipurpose surfacing and manufacturer's maintenance instructions.
2. Three (3) copies of the material and installation warranties as specified.
3. Manufacturer's brochures and sample boards.
4. Samples of all of the available colors, textures and styles.

5. Quality Assurance Requirements:

- a. The indoor resilient multipurpose surfacing shall have been manufactured and sold for a minimum of ten (10) years.
- b. The indoor resilient multipurpose surfacing shall be manufactured in an ISO 9001 certified plant.
- c. The indoor resilient multipurpose surfacing shall be manufactured in an ISO 14001 certified plant.
- d. The indoor resilient multipurpose surfacing supplier shall be an established firm experienced in the field and appointed as a distributor by the manufacturer of the indoor resilient multipurpose surfacing.
- e. The installer of the indoor resilient multipurpose surfacing shall have a minimum of five (5) years experience in the field installing the specified surfacing.

6. Work Completion Schedule

It is the intent of Chesterfield County Schools to have these projects completed during summer break 2006. These projects shall begin no sooner than July 3, 2006. All work must be completed by August 21, 2006. The contractor shall coordinate completion of each school's gym with the designated county representative and allow adequate time for the school staff to complete summer cleaning. All work is to be performed during normal summer working hours: 7:00 a.m. - 5:30 p.m., Monday - Thursday. Some schools may be accessible on Fridays but this depends on certain scheduling requirements that are yet to be determined. All after-hours work must first be approved by Chesterfield County Schools Operations and Facilities Department.

7. Special Project Warranty:

- a. Materials: The indoor resilient athletic surfacing shall be covered against manufacturing defects by a two (2) year written warranty, effective from date of final payment. The manufacturer of the indoor resilient multipurpose surfacing must provide this warranty.
- b. Installation: The installation of the indoor resilient multipurpose surfacing shall be covered against poor workmanship and faulty installation by a two (2) year written warranty provided by the manufacturer-approved installer, effective from date of final payment.
- c. Wear: The indoor resilient multipurpose surfacing wear layer shall be covered against wear through by a fifteen (15) year written warranty, effective from date of final payment. This warranty must be provided by the manufacturer of the indoor resilient athletic surfacing.

8. Existing Floor Removal

Bidders shall be responsible for the removal and disposal of the existing flooring.

9. County Responsibility:

Electrical shall be made available to the Contractor by the county. Any special connections shall be made by and paid for by the Contractor.

The county shall be responsible for removal and reinstall of bleachers. The county shall be responsible for removal of the existing base, and shall paint where base was removed. The county shall be responsible for any modifications to the access panels located floor level at each end of the gym.

10. General:

Contractor shall bear full responsibility for the security of products and/or equipment from delivery to the job site until installation is completed and the job accepted by the county.

Chesterfield County Schools will provide no assistance for unloading or handling of materials and the Contractor must notify his truckers accordingly.

Flooring removal and installation procedures must not interfere with or disrupt school activities.

11. Responsibility of Bidder

The bidder should make a careful examination of the project sites, shall familiarize himself with existing conditions, and shall satisfy himself as to the quantity and quality of materials and workmanship required for the work. He should carefully and thoroughly examine the contract documents before submitting a bid.

12. Bonds

Each bid shall be accompanied by a bid bond from a Surety company satisfactory to the County Attorney or a Cashier's or a Certified Check, made payable to: TREASURER, CHESTERFIELD COUNTY, in an amount equal to five percent of the total bid price.

A Labor and Material Payment Bond and a Performance Bond, each in the amount of 100% of the Contract Price, with a corporate surety authorized to do business in the State of Virginia and otherwise acceptable in all respects to the County's Attorney will be required for the faithful performance of the contract.

Attorneys-in-fact who sign Bid Bonds, Labor and Material Payment Bonds and Performance bonds must file with each bond a certified and effective dated copy of their power of attorney. Each Bid Bond and the accompanying power of attorney should bear the same date. Each Labor and Material Payment Bond and each Performance Bond and the accompanying power of attorney should bear the same date as the date of the Contract.

The party to whom the Contract is awarded will be required to execute the Contract and obtain the Labor and Material Payment Bond and the Performance bond within fifteen calendar days from the date when the Notice of Award together with the Contract is delivered to the Bidder for execution. In case of the failure of the Bidder to execute the Contract within the prescribed time, the county may, at its option consider the Bidder in default, in which case the Bid Bond accompanying the Bid shall become the property of the county.

13. Licenses, Permits, and Fees

All bids submitted shall have included in the price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.

14. Date of Commencement and Completion

The date of commencement shall be established in a written Notice to Proceed issued by the County.

15. Access to County Property

Contact Randy Simmons, (804) 748-1331 of the Chesterfield County School Board Operations and Facilities Department from 8:30 am to 3:30 pm Monday through Thursday.

16. Insurance

A copy of a Certificate of Insurance shall be required and must be furnished by the contractor during execution of the contract. The Certificate of Insurance does not need to accompany the bid.

The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the county from claims which may arise out of or result from the contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the owner, the engineer (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The contractor shall furnish a copy of a Certificate of Insurance, **naming Chesterfield County and the Chesterfield County School Board as additionally insured.** Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the owner's attorney and/or risk management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract.

The following insurance requirements are the minimum that will be acceptable:

1. Worker's Compensation Insurance with statutory limits and Employers' Liability Insurance of \$500,000 for one accident or aggregate disease.
2. Commercial General Liability - \$1,000,000 Each Occurrence Combined Single Limit - Including coverage for XC and U hazards
3. Comprehensive Automobile Liability - \$1,000,000 Each Occurrence Combined Single Limit
4. Umbrella Liability Insurance - \$2,000,000 Each Occurrence

All insurance policies under coverages 2 and 4 above shall name the owner, as additional insured.

The contractor shall be responsible for maintaining current certificates of insurance on file with the owner, and the insurance company shall be responsible for notifying the owner thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage.

The contractor shall be responsible for continuing in force completed operations, bodily injury and property damage coverage for a minimum of two (2) years after completion and acceptance of the work.

For projects with a construction cost of less than \$50,000, builder's risk coverage for the full project value shall be paid for and provided by the contractor and be subject to approval by the Office of Risk Management. This coverage shall be provided by a company with an A.M. Best rating of no less than B+. The county shall be named as an additional insured.

For projects with a construction cost of more than \$50,000, the builder's risk coverage will be provided by the county; however, the contractor shall be responsible for the first \$10,000 of any claim. The county's builder's risk coverage is \$50,000 self insured retention.

Instructions Regarding Insurance Certificates:

The contractor and his insurance company should carefully review the insurance requirements applicable to this job. All requirements herein must be met before the county will execute the contract. In particular, we would call your attention to the following:

1. Please note that the insurance certificate must state that the commercial general liability and the umbrella liability insurance policies name **naming Chesterfield County and Chesterfield County School Board as additionally insured**. This requirement may be met by placing the following language on the certificate. Many certificates have a space headed "DESCRIPTION" where the language may be inserted as follows:

naming Chesterfield County and Chesterfield County School Board as additionally insured or that Chesterfield County and Chesterfield County School Board are additionally insured with respect to general liability; and/or umbrella liability policies.

2. The insurance certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some certificate forms is not acceptable. The statement which is required by the contract documents reads as follows:

"Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than **30** days notice in writing shall be given to the county.

NOTE: **The cancellation clause in the insurance certificate shall be modified by striking the words 'endeavor to' in the second line and by striking the clause reading 'but failure to mail such notice shall impose no obligation or liability of any kind upon the company'."**

3. The certificate holder should be listed as:

Chesterfield County
c/o Purchasing Department
P. O. Box 51
Chesterfield, VA 23832-0001
IFB/RFP No. _____

4. Certificate of insurance must have a signature.

SECTION IV

SPECIFICATIONS

The floor desired is the Taraflex Sport Performance Plus Flooring manufactured by Gerflor Industries, Inc.

Bids from persons or firms based on manufacturers which conform in all material respects and that the county in its sole discretion determines to meet or exceed the specifications, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

A. Materials:

1. Slip sheet Moisture Barrier:

Barrier shall have a total thickness of 1.5 mm. (0.6”), which consists of a compacted 1.0 mm. thick fiberglass layer with a 0.5 mm. thick embossed PVC (polyvinyl chloride) backing. **This Moisture Barrier must be used for areas where moisture may exceed 5lbs but not over 10 lbs per ASTM F 1869.** The material must be waterproof and an insulative fiber-glass underlayment that creates a vapor barrier between the subfloor and the flooring material assuring dimensional stability, heat insulation, sound absorption and moisture control within specific tolerances.

Physical properties of the slip sheet moisture barrier shall conform to the following:

Width of roll	.....	6’6” (2.0m)
Length of roll	.....	148’ (45m)
Thickness	.....	1.5mm (0.6”)
Weight (lb. per s.f.)		0.26
(Kg per m ²)	.....	1.24
Chemical resistance		Excellent
ASTM/D 543	.....
Linear dimension		Less than 0.50%
ASTM/D 1042	.....
Critical radiant flux		>0.45 W/cm ²
ASTM/E 648	.....	Class 1

2. Indoor Resilient Athletic Surfacing:

Shall consist of a 2.1 mm thick over 95% pure polyvinyl chloride (PVC) wearlayer combined with a 6.9 mm thick pure PVC closed-cell foam cushion backing. This triple durometer sport flooring shall be reinforced with a non-woven fiberglass mesh placed between the wearlayer and the foam backing to improve dimensional stability.

The total thickness shall be 9.0 mm. A fungistatic and bacteriostatic treatment shall be incorporated throughout the thickness of the surfacing (both wear layer and foam backing). The wear layer shall be slightly textured and treated with a clear photo reticulated ultraviolet cured polyurethane anti-soiling treatment that is applied at the factory. Field application of the surface treatment is not acceptable.

Triple durometer products laminated or constructed in the field are unacceptable.

Physical properties of the indoor resilient athletic surfacing shall conform to the following minimums:

Width	.....	4'11" (1.50m)
Length	.....	As required to avoid visible cross seams
Total Thickness	.....	9.0 mm
Weight (Lbs/sq. ft)	.....	0.9
Taber Abrasion Resistance	.....	0.3 g
ASTM D 3389-94		
Static Load Limit	.....	0.003 Inch
ASTM F 790/87		
Dynamic Load Limit (N)	.....	1000 N
DIN V 18 032-2 (April 2001)		
Chemical Resistance	.....	Excellent (resistant to diluted acids, alkalis, grease, oil and cleaning agents except for vinyl solvents)
ASTM D 543		
Compression Set	.....	≥90% immediate recovery
ASTM D 395B		
Dimensional Stability	.....	0.2%
ASTM D 1042		
Fungus Resistance	.....	Complete
ASTM D 1924		
Critical Radiant Flux	.....	0.36W/cm ²
ASTM E 648		Class 1
Hardness Shore A (Surface layer)	.....	90
ASTM D 2240		
Sound Insulation	.....	>18 dB
ISO 717/2		
Ball Rebound	.....	98%
DIN V 18 032-2 (April 2001)		
Force reduction (shock absorption)	.....	41%
DIN V 18 032-2 (April 2001)		
Area Deflection DIN V 18 032-2 (April 2001)	.....	0%
Coefficient of Friction		0.41 – 0.45
DIN V 18 032-2 (April 2001)	.....
Light Reflection		≤30%
ISO 2813		

- a. Color: As available from the indoor resilient athletic surfacing manufacturer's standard range, includes: teal, lagoon, horizon, sandstone, gold, tangerine, coral, silver gray, lawn, green, forest green, black, blue, purple, and red. Custom colors are available but are subject to minimum quantities and a possible price surcharge.

- b. Hardwood Design Series: A wood look design as available from the indoor resilient athletic surfacing manufacturer's standard range, includes: Maple Design and Oak Design
- c. Texture: Slightly grained (Hardwood Design Series) or textured (Colors)
- d. Welding Rod: As supplied by the indoor resilient athletic surfacing manufacturer or supplier. Color to match the indoor resilient athletic surfacing color or design. All seams shall be welded to create a monolithic and impermeable surface.
- e. Adhesive: As approved by the indoor resilient athletic surfacing manufacturer.
- f. Game Line Paint Primer: As approved by the indoor resilient athletic surfacing manufacturer.
- g. Game Line Paint: As approved by the indoor resilient athletic surfacing manufacturer. Colors are to be selected from the manufacturer's standard range.

B. Examination: It is the responsibility of the general contractor/construction manager to:

- 1. Ensure that project/site conditions are acceptable for the installation of the indoor resilient athletic flooring.
- 2. Verify that the area in which the indoor resilient athletic surfacing will be installed is dry and weather tight. Verify that permanent heat, light and ventilation is installed and operable.
- 3. Verify that all other work that could cause damage, dirt and dust or interrupt the normal pace of the indoor resilient athletic flooring installation, is completed or suspended.
- 4. Verify that there is a stable room temperature of at least 65°F.
- 5. Verify that there are no foreign materials or objects on the sub floor and that the sub floor is clean and ready for installation.
- 6. Review and document the results of the moisture tests, to verify that the moisture evaporative rate is less than five (5) pounds per 1,000 sq.ft. per 24 hours per ASTM F1869.
- 7. Review the results of the tests for concrete sub floor surface pH, done by others, to verify that the concrete sub floor surface pH level is within the 7 - 8.5 range.
- 8. Document the results indicating the slab is within manufacturer's tolerances for slab deviation.

C. Preparation of Surfaces:

- 1. Sand the entire surface of the concrete slab.
- 2. Sweep the concrete slab so as to remove all dirt and dust. If a sweeping compound is to be used, use one that does not contain oil or other items that may inhibit the adhesive bond.

D. Installation:

1. The installation area shall be closed to all traffic and activity for a period to be set by the indoor resilient athletic surfacing installer. The indoor resilient athletic surfacing installation shall not begin until the installer is familiar with the existing conditions.
2. All necessary precautions should be taken to minimize noise, smell, dust, the use of hazardous materials and any other items that may inconvenience others.
3. Install the indoor resilient athletic surfacing in strict accordance with the indoor resilient athletic surfacing manufacturer's written instructions.
4. Install the indoor resilient athletic surfacing minimizing cross seams.
5. Paint game lines using approved game line paint primer and game line paint in strict accordance with the game line paint manufacturer's instructions.
6. Install appropriate threshold plates or transition strips where necessary.

E. Cleaning:

1. Remove all unused materials, tools, and equipment and dispose of any debris properly.
2. If the floor requires it, clean the indoor resilient athletic surfacing in accordance with the manufacturer's instructions.

F. Protection:

If so required, protect the indoor resilient athletic surfacing from damage using coverings approved by the manufacturer until acceptance of work by the customer or their authorized representative.

G. Additional Materials:

Furnish to the county additional materials containing a total of at least 1% of each different color or design of the indoor resilient athletic surfacing used on the project.

SECTION V

SUPPLEMENTARY GENERAL CONDITIONS

1. Qualification of Bidders

The County may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the owner may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

2. Pre-Construction Conference

A pre-construction conference to include representatives of the owner, the engineer (if applicable), and the contractor shall be mandatory prior to start of construction unless waived by the owner. Pre-construction conference shall be scheduled at least three (3) days prior to start of construction.

3. Materials and Workmanship

The contract documents describe the character and features of the materials and workmanship required to perform the work. The contract documents require first class work and materials in all particulars. It is understood that the contract includes any and all work that may be necessary to connect the work done with the adjoining work in a proper and workmanlike manner.

The owner reserves the right to employ an independent testing laboratory to conduct tests of materials, etc. as the owner may deem necessary to assure complete compliance with the requirements of the specifications. The contractor shall offer full cooperation with personnel in the employ of the owner in making these tests.

4. No Deviation from Contract Documents By The Contractor

In performing the work, the contractor shall not deviate from the contract documents without the written consent of the owner. If the contractor does deviate from the contract, he shall correct the error at his expense in a manner satisfactory to the owner.

5. Interpretation of Contract Documents

In case of discrepancy between or among contract documents, the owner shall make such interpretations as may be deemed necessary for the fulfillment of the intent of the contract documents as construed by him and his decision shall be final.

The contractor shall verify all figures on the plans and will be responsible for the proper coordination of all dimensions as well as the different parts of the work.

6. Discrepancies

The contractor shall immediately report to the owner, in writing, any discrepancies found between the contract documents and site conditions or any inconsistencies or ambiguities in the contract documents. The owner shall promptly correct such inconsistencies or ambiguities in writing. Work done by the contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the contractor's risk.

7. Final Inspection

At time of final inspection, the contractor, if requested, shall provide a knowledgeable representative to assist in the inspection of the completed installation for conformance with specifications. The owner or engineer shall prepare a punch list. Any deficiencies shall be promptly and permanently corrected prior to final acceptance of the work, and shall be the full responsibility of the contractor.

8. Payment

If the contractor performs, properly, all of the obligations of the contract documents, the owner shall pay the contractor for the performance of the work in the manner and within the time specified in the contract documents.

9. Termination for Breach of Non-Performance

If the contractor fails to perform the work promptly and diligently, or if the contractor breaches the contract in any other way, the owner may:

- a. after providing the contractor with fifteen (15) days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly and diligently. The owner may deduct the cost of supplying additional workmen, equipment or materials from payments due to the contractor;
- b. terminate the contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the work.

In case of termination of the contract by the owner pursuant to this paragraph, the contractor shall not be entitled to receive any further payment from the owner until completion of the work has occurred. After completion of the work, the owner shall pay to the contractor the amount of the unpaid balance due to the contractor at the time the contract was terminated minus the cost incurred by the owner to complete the work. If the cost incurred by the owner to complete the work exceeds the unpaid balance due to the contractor, the contractor shall be due no money from the owner and, instead, the contractor shall pay to the owner the difference between the unpaid balance due and the owner's cost to complete the Work.

10. Waiver of One Breach Not Waiver of Others

No waiver by the owner or its agents or employees of any breach of this contract by the contractor shall be construed as a waiver of any other or subsequent breach of the contract by the contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.

11. Change Orders

Change orders must be approved by the owner prior to work being performed.

12. Substitutions

The contractor shall be responsible for making all changes in the work necessary to adapt and accommodate any equivalent or substitute products, which are submitted and accepted in lieu of the products whose name and model numbers are specified and around which the drawings were developed. The necessary changes shall be made at the contractor's expense. The contractor shall submit sufficient data concerning the substitute equivalent products and resulting necessary changes to the project to the owner documenting that the substitute product(s) can be properly integrated with the project.

BASIS OF AWARD

Award will be made to the lowest responsive, responsible bidder based on the Total Bid.

SECTION VI

PRICING SCHEDULE

Complete “turnkey” installation consisting of furnishing all labor, material and equipment necessary to remove and dispose of existing floor covering and provide, deliver and install resilient multipurpose surfacing in accordance with the conditions of this Invitation for Bid at the Harrowgate, Enon and Gordon Elementary Schools for the Chesterfield County School Board Facilities Division within the Proposed Schedule shown below:

Harrowgate Elementary School:	\$ _____
Enon Elementary School:	\$ _____
Gordon Elementary School:	\$ _____
TOTAL BID:	\$ _____

TIME OF PERFORMANCE

Bidders are required to state the time of proposed project completion.

The County desires completion of all work by August 21, 2006.

Based on “Notice to Proceed” being issued on approximately July 12, 2006, Bidders shall provide a proposed schedule for the contract showing the duration of each time element listed below. This may be a factor in the award decision.

- | | | |
|----|-----------------------------|------------------------|
| 1. | Notice to Proceed | (assume July 12, 2006) |
| 2. | Harrowgate completion date: | _____ |
| 3. | Enon completion date: | _____ |
| 4. | Gordon completion date: | _____ |

Addendum Information (If Applicable)

Receipt of the addendum listed below is acknowledged and the bid incorporates all requirements of this addendum:

_____	Dated _____
_____	Dated _____
_____	Dated _____

Accompanying this Bid is a Bid Bond/Certified/Cashier's Check in the amount of _____ payable to Treasurer, Chesterfield County, Virginia, which is to be forfeited to the extent necessary to make up the difference between the Bid and the next lowest responsive and responsible bid, if the undersigned shall fail to execute the Contract and furnish satisfactory Performance and Labor and Material Payment Bonds under the conditions and within the time specified. If the Bid Bond or guarantee is not sufficient to make up the difference between the Bid and second low bid, together with any consequential damages, the undersigned Bidder agrees to pay the county any losses in excess of the bond or guarantee.

If the bid from the lowest responsible bidder exceeds available funds, the county may negotiate with the low bidder to obtain a contract price within available funds.

Contractor Registration

If a contract for construction, removal, repair or improvement of a building or other real property is for seventy thousand dollars (\$70,000) or more, or if the total value of all such contracts undertaken by a bidder within any twelve-month period is five hundred thousand dollars (\$500,000) or more, the bidder is required under Title 54.1, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors as a "CLASS A CONTRACTOR". If such a contract is for seventy-five hundred dollars (\$7,500) or more (one thousand dollars [\$1,000] for electrical, plumbing and HVAC work) but less than seventy thousand dollars (\$70,000), the bidder is required to be licensed as a "CLASS B CONTRACTOR". If such a contract is for one thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500) and is not for electrical, plumbing and HVAC work, the bidder is required to be licensed as a "CLASS C CONTRACTOR". The contractor license shall have the appropriate specialty classification that is predominant for the respective work. The bidder shall indicate in the space provided whichever of the following notations is appropriate, inserting his contractor license number and specialty.

Licensed Class A Virginia Contractor No. _____

Licensed Class B Virginia Contractor No. _____

Licensed Class C Virginia Contractor No. _____

Specialty: _____

If the bidder shall fail to provide this information on his bid or on the envelope containing the bid and shall fail to promptly provide said contractor license number to the county in writing when requested to do so before or after the opening of bids, he shall be deemed to be in violation of Section 54.1-1115 of the Code of Virginia (1950), as amended, and his bid will not be considered.

If a bidder shall fail to obtain the required license prior to submission of his bid, the bid shall not be considered.

Section VI

CONTRACTOR DATA SHEET
TO BE COMPLETED AND SUBMITTED WITH BID

QUALIFICATIONS: Firms shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the county.

The installer of the indoor resilient multipurpose surfacing shall have a minimum of five (5) years experience in the field installing the specified indoor resilient multipurpose surfacing and have worked on at least five (5) projects of similar size, type and complexity.

Indicate the length of time you have been in business as a company providing the type of service required for this contract.

_____ years _____ months

Provide a minimum of five (5) references which may substantiate past work performance and experience in the type of work required for this contract.

Name, Address, Phone Number and Contact Person

1.
2.
3.
4.
5.

Section VII

TERMS AND SIGNATURE SHEET

All bids shall be signed on the Terms and Signature Sheet in order to be considered.

If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County. Our terms are _____

All prices shall be F.O.B.: Harrowgate Elementary School, 15501 Harrowgate Road, Chester, VA 23831, Enon Elementary School, 2001 E. Hundred Road, Chester, VA 23836, and Gordon Elementary School, 11701 Gordon School Road, Richmond, VA 23236, freight, delivery costs, and incidental charges shall be included in the bid price(s).

In compliance with this Invitation for Bid #06-2107-9331 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature below certifies:

- I agree to abide by all conditions of this Bid and that I am authorized to sign this Bid.
- the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under, Chapter 12, Title 18.2, 498.4 of the *Code of Virginia*, 1950, as amended. Furthermore, I understand that fraudulent and collusive bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Anti-Trust Act, and Federal Law and can result in fines, prison sentences, and civil damage awards.
- the accompanying bid is in compliance with the *State and Local Government Conflict of Interests Act 2.2-3100*, supplemented by Article 6, 2.2-4367-69 of the *Code of Virginia*. Specifically, no county employee, county employee's partner, or any member of the county employee's immediate family holds a position with the bidder, offeror, or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five per cent.

Complete Legal Name of Firm: _____

Order From Address: _____

Remit To Address: _____

Signature: _____

Name (type/print): _____ **Title:** _____

Fed ID No.: _____ **Phone ()** _____ **Fax ()** _____

We hereby provide the following information to Chesterfield County regarding our business. We understand that it is provided for statistical purposes only and all firms submitting bids will receive equal consideration.

Minority Business Enterprise:	Yes _____	No _____
Woman-Owned Business:	Yes _____	No _____
Chesterfield Business:	Yes _____	No _____